

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Laxalt, Washington, Perito & Dubuc 1120 Connecticut Avenue, N.W. Washington, D.C. 20036	2. Registration No. 4107
3. Name of foreign principal The Government of the People's Republic of Angola	4. Principal address of foreign principal The Government of the People's Republic of Angola Attn.: Amilcar Santos Acevedo da Silva Vice Governor of Banco Nacional de Angola, Luanda, Angola
5. Indicate whether your foreign principal is one of the following type: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual—State his nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. The Government and its branches and agencies. b) Name and title of official with whom registrant deals. Manuel Pacavira, Ambassador, Permanent Representative to the United Nations from Angola.	
7. If the foreign principal is a foreign political party, state: a) Principal address N/A b) Name and title of official with whom the registrant deals. c) Principal aim	
8. If the foreign principal is not a foreign government or a foreign political party, a) State the nature of the business or activity of this foreign principal N/A	

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b) Is this foreign principal **N/A**

- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (*If additional space is needed, a full insert page may be used.*)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A

Nov. 28, 1989

Name and Title

**Abelardo L. Valdez
Partner**

Signature

Abelardo L. Valdez

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Laxalt, Washington, Perito & Dubuc	The People's Republic of Angola

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Firm would provide legal advice and representation, including, lobbying efforts and public relations activities in the United States on behalf of the foreign principal. The lobbying efforts would include meetings with decision-makers in Congress and officials of the Executive Branch of the U.S. Government. In addition, the Firm would coordinate a grass-roots campaign that would incorporate meetings with local and national religious leaders and political figures. Registrant would seek to promote Angolan interests in the United States including 1) normalization of relations between the United States and Angola, and 2) obtaining support for the peace process in Angola.

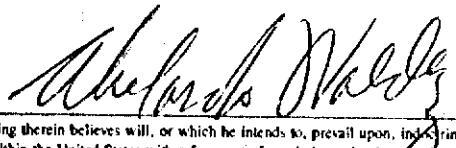
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Providing legal advice and representation regarding the laws of the United States;
2. Attendance of relevant Congressional hearings;
3. Monitoring of relevant information;
4. Organization of meetings with local and national political leaders, academics and business people;
5. Working closely with a public relations firm to develop a strategy on behalf of the foreign principal;
6. Attendance of meetings with the foreign principal when so requested and when related to the representation;
7. Meetings with members of Congress, officials of the Department of State, the Department of Defense, and the National Security Council.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See responses to questions 4 and 5.

Date of Exhibit B	Name and Title	Signature
Mar. 28, 1989	Abelardo L. Valdez Partner	

'Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, incite, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.'

LAXALT, WASHINGTON, PERITO & DUBUC

RETAINER AGREEMENT

between

LAXALT, WASHINGTON,
PERITO & DUBUC
1120 Connecticut Ave., N.W.
Washington, D.C. 20036
U.S.A.

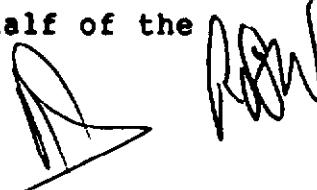
THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF ANGOLA
Luanda CRIMINAL DIVISION
ANGOLA

'89 NOV 28 P4:11

Laxalt, Washington, Perito & Dubuc (hereinafter referred to as the "Firm") is a full service National law firm having its principal office in Washington, D.C. and other offices in Baltimore, Maryland, and New York, New York. The People's Republic of Angola (hereinafter referred to as the "Government") is an independent and sovereign country located in southwestern Africa with an accredited mission to the United Nations in New York, New York. The Government hereby retains the Firm as legal counsel to advise and represent it in connection with such matters as the Government shall determine and the Firm shall agree from time to time.

1. Supervision by Ambassador Pacavira.

The Firm's representation of the Government shall be under the direct supervision of Ambassador Manuel Pedro Pacavira, Member of the Central Committee of the Popular Movement for the Liberation of Angola Worker's Party (MPLA-PT) or such other person as may be designated by the Government. In all circumstances in which it may act on behalf of the



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Government, the Firm will take instructions and receive guidance from the Government through Ambassador Pacavira. The Firm will consult with Ambassador Pacavira or his designee at least once a week and will advise and consult with him more frequently as may be required.

2. Advance Deposit.

Upon the date of the signing of this Retainer Agreement (hereinafter referred to as the "Agreement") or October 1, 1989, whichever is the later date, the Government agrees to pay to the Firm an advance deposit for fees and expenses estimated to be incurred by the Firm in connection with the representation of the Government during the first calendar quarter of such representation.

3. Fee and Expense Security Deposit.

On or before October 15, 1989 the Government will deposit with the Firm as escrow agent a security deposit (the "Fee and Expense Security Deposit") in an amount sufficient to ensure the payment by the Government of the portion of the fees and expenses estimated to be incurred by the Firm for the quarter commencing on January 1, 1990 and ending on March 31, 1990. The Government further agrees to deposit with the Firm an amount sufficient to ensure the payment by the Government of

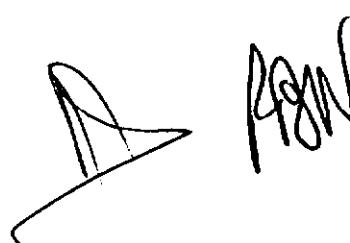


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the portion of the fees and expenses estimated to be incurred by the Firm for the two succeeding quarters on January 15, 1990 for the quarter commencing on April 1, 1990 and ending on June 30, 1990, and on April 15, 1990 for the quarter commencing on July 1, 1990 and ending on September 30, 1990.

On the first day of each quarter as set forth above, the Firm will draw down from the Fee and Expense Security Deposit account that portion of the fees and expenses estimated to be incurred for the upcoming quarter. Nothing contained herein shall be construed as requiring any other prior conditions to drawing down the funds out of the Fee and Expense Security Deposit account on the date herein before stated during the term of this Agreement.

The fixing of the amount of any Fee and Expense Security Deposit draw down for any calendar quarter pursuant to this section shall reflect a credit for any portion of the prior calendar quarters' Advance Deposit or Fee and Expense Security Deposit draw down which has not yet been utilized by the Firm in performing services under this Agreement. Similarly, the fixing of the amount shall reflect any remaining balance due the Firm for services performed by it in such prior calendar quarter.

A handwritten signature consisting of three parts: a stylized 'L' and 'W' on the left, a more formal 'LAXALT, WASHINGTON, PERITO & DUBUC' in the center, and a signature that appears to be 'RJM' on the right.

LAXALT, WASHINGTON, PERITO & DUBUC

4. Interest.

The Fee and Expense Security Deposit will be held in one or more interest-bearing escrow accounts at a federally insured bank approved by the Government. The interest on such deposits shall be the property of the Government.

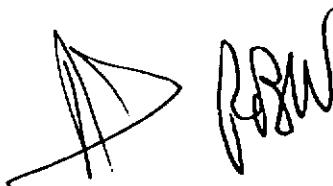
5. Billing.

The Firm will be compensated for its efforts in accordance with its normal billing practice, under which fees are set primarily on the basis of time expended by its professional staff. The Firm will provide the Government with an English and Portuguese language version of each bill.

6. Term and Termination.

The term of this Agreement shall be for one year beginning with the date indicated below and may be extended on such conditions as may be agreed to by both parties.

Either party may terminate this Agreement upon a thirty (30) day notice in writing to the other party. Upon the termination of this Agreement, amounts of the Fee and Expense Security Deposit shall be promptly returned to the Government, exclusive of such amounts as may be retained by the Firm in



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respect of fees, expenses and disbursements accrued before the receipt by the Firm of the Government's notice of its decision to terminate this Agreement. Once termination notice is given by either party, no additional fees or expenses shall be incurred by the Firm, without prior written authorization by the Government. The 30-day notice period, in the case of the Firm, shall begin immediately upon hand delivery to the Firm at its Washington, D.C. office or, in the case of the Government, immediately upon hand delivery to the Government at the office of the Permanent Mission of the People's Republic of Angola to the United Nations in New York.

7. Languages.

All written material submitted by the Firm to the Government shall be in the Portuguese and English languages. The Government may communicate with the Firm in English or Portuguese.

8. Registration Requirement.

The Government understands that the Foreign Agents Registration Act requires that all persons acting in the United States to affect United States policies on behalf of a foreign principal must register with the United States Department of Justice (subject to certain exemptions not applicable in this

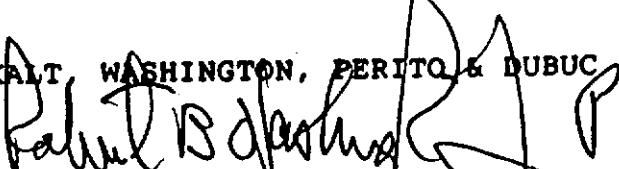


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instance) and that the Firm must register under this law regarding its activities on behalf of the Government. The Government further understands that, by law, the Firm must advise the United States Department of Justice twice yearly of all contacts made with United States government employees, all monies received by the Firm from or on behalf of the Government, and all monies paid by the Firm on behalf of the Government. The Government is aware that this information will be available to the public.

The Government understands that the Federal Registration of Lobbying Act requires all persons engaged in and paid to influence legislative action must also file a report and to register with the Clerk of the United States House of Representatives and the Secretary of the United States Senate before "doing anything in furtherance of such object." The Firm on behalf of the Government will be filing these reports quarterly.

Agreed to and dated at Luanda, Angola, the 1 day of
October, 1989.

LAXALT, WASHINGTON, PERITO & DUBUC
By: 
Robert B. Washington, Jr. P.C.
Managing Partner of the Firm

GOVERNMENT OF THE PEOPLE'S REPUBLIC
OF ANGOLA

By: 
Ministry of Finance
Vice-Governador da
Banco Nacional de
Angola. 

LAXALT, WASHINGTON, PERITO & DUBUC

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

1455 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004
(202) 857-2000

1120 CONNECTICUT AVENUE, N.W.

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NEW YORK, N.Y. 10017
(212) 826-3400

2852 WORLD TRADE CENTER
401 EAST PRATT STREET
BALTIMORE, MARYLAND 21202
(301) 982-0212

WASHINGTON, D.C. 20036

(202) 857-4000

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TELECOPIER: (202) 857-4410
CABLE: DANKEY

INTERNAL SECURITY
REGISTRATION UNIT
DEPARTMENT OF JUSTICE
CRIMINAL DIVISION

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P 4:10

CONTRATO DE PRESTAÇÃO DE SERVIÇOS ADVOCATÍCIOS

ENTRE:

LAXALT, WASHINGTON, PERITO & DUBUC
1120 Connecticut Ave., N.W.
Washington, D.C. 20036
EUA

O GOVERNO DA
REPÚBLICA POPULAR DE ANGOLA
LUANDA
ANGOLA

Laxalt, Washington, Perito & Dubuc (doravante a "Firma") é uma firma de advocacia que oferece todos os serviços jurídicos em âmbito nacional, com sede em Washington, D.C. e escritórios em Baltimore, Maryland e na Cidade de New York, New York. A República Popular de Angola (doravante o "Governo") é um país independente e soberano, situado no sudoeste de África com uma missão acreditada junto às Nações Unidas na Cidade de New York, New York. O Governo, pelo presente, contrata a Firma como assessora jurídica para prestar ocasionalmente serviços de consultoria e representação nos assuntos que o Governo determinar e que a Firma concordar em aceitar.

1. Supervisão do Embaixador Pacavira

A representação do Governo pela Firma estará sob a supervisão directa do Embaixador Manuel Pedro Pacavira, Membro do Comitê Central do Movimento Popular de Libertação de Angola/Partido do Trabalho (MPLA-PT) ou de outra pessoa designada pelo Governo. Sempre que a Firma actuar em nome do Governo, receberá instruções e orientação do Governo por meio do Embaixador Pacavira. A Firma consultará o Embaixador Pacavira ou seu representante ao menos uma vez por semana e fará consultas mais frequentes, conforme for necessário.

2. Adiantamento de depósito

Na data de assinatura deste Contrato de Prestação de Serviços Advocatícios (doravante "Contrato") ou em 1º de Outubro de 1989, qualquer das duas que for posterior, o Governo concorda em pagar à Firma um adiantamento de depósito a título de honorários e despesas estimadas a serem incorridas pela Firma em conexão com a representação do Governo no primeiro trimestre civil dessa representação.



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3. Depósito de Garantia de Honorários e Despesas

Em 15 de Outubro de 1989 ou antes dessa data, o Governo depositará junto à Firma, como agente em custódia, um depósito de garantia (doravante "Depósito de Garantia de Honorários e Despesas") em montante suficiente para garantir o pagamento, por parte do Governo, duma parcela dos honorários e das despesas estimadas a serem incorridas pela Firma no trimestre que começará em 1º de Janeiro de 1990 e terminará em 31 de Março de 1990. O Governo concorda também em depositar junto à Firma um montante suficiente para assegurar o pagamento, por parte do Governo, de parcela dos honorários e das despesas estimadas a serem incorridas pela Firma nos dois trimestres subsequentes, a saber, em 15 de Janeiro de 1990 para o trimestre que começa em 1º de Abril de 1990 e termina em 30 de Junho de 1990 e em 15 de Abril de 1990 para o trimestre que começa em 1º de Julho de 1990 e termina em 30 de Setembro de 1990.

No primeiro dia de cada trimestre, conforme acima estipulado, a Firma levantará da conta do Depósito de Garantia de Honorários e Despesas a parcela dos honorários e das despesas estimadas a serem incorridas no trimestre seguinte. Nada do aqui estipulado será entendido no sentido de exigir qualquer condição prévia para o levantamento dos fundos da conta do Depósito de Garantia de Honorários e Despesas na data acima indicada durante a vigência deste Contrato.

A fixação do montante de qualquer levantamento da conta do Depósito de Garantia de Honorários e Despesas para qualquer trimestre civil, nos termos da Secção 3, reflectirá o crédito de qualquer parcela do Adiantamento de Depósito do trimestre civil anterior ou do levantamento da conta do Depósito de Garantia de Honorários e Despesas ainda não utilizados pela Firma no desempenho dos serviços previstos neste Contrato. Igualmente, a fixação do montante reflectirá qualquer saldo pendente devido à Firma por serviços por ela prestados no referido trimestre civil.

4. Juros

O Depósito de Garantia de Honorários e Despesas serão mantidos numa ou em mais duma conta em custódia que renda juros num banco com seguro federal, aprovado pelo Governo. Os juros de tais depósitos serão propriedade do Governo.

5. Facturamento

A Firma será compensada por seu trabalho de acordo com a praxe normal de facturamento, nas quais os honorários são estabelecidos principalmente na base de tempo gasto pelo pessoal profissional. A Firma apresentará ao Governo a factura em inglês e em português.

6. Prazo e terminação

Este Contrato vigorará por um ano, a partir da data abaixo indicada, e poderá ser prorrogado nas condições em que concordarem ambas as partes.

LAXALT, WASHINGTON, PERITO & DUBUC

Qualquer das partes poderá terminar este Contrato mediante notificação por escrito de trinta (30) dias, dado à outra parte. Ao terminar este Contrato, os montantes do Depósito de Garantia de Honorários e Despesas serão imediatamente devolvidos ao Governo, exclusive dos montantes que poderão ser retidos pela Firma a título de honorários, despesas e desembolsos acumulados antes do recebimento, por parte da Firma, da notificação do Governo da sua decisão de terminar este Contrato. Uma vez feita a notificação de terminação por qualquer das partes, a Firma não receberá honorários adicionais nem incorrerá noutras despesas sem autorização prévia, por escrito, do Governo. O prazo de notificação de 30 dias, no caso da Firma, começará imediatamente a partir da entrega, em mãos, à Firma no seu escritório de Washington, D. C. ou, no caso do Governo, imediatamente a partir da entrega, em mãos, ao Governo no escritório da Missão Permanente da República Popular de Angola junto às Nações Unidas em New York.

7. Idiomas

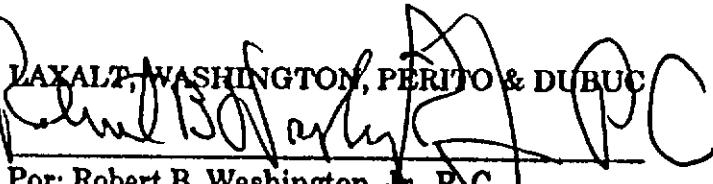
Todo material escrito, submetido pela Firma ao Governo, será redigido em português e em inglês. O Governo poderá comunicar-se com a Firma em inglês ou em português.

8. Requisito de registo

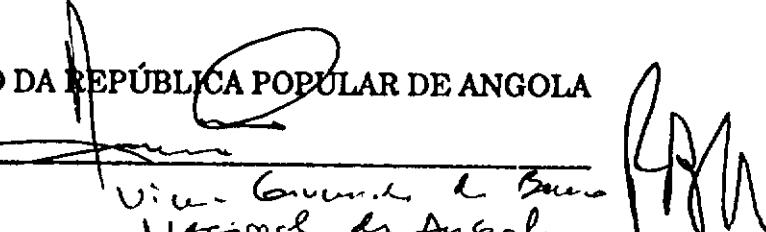
O Governo dá por entendido o requisito da Lei de Registo de Agentes Estrangeiros, segundo a qual todas as pessoas que actuam nos Estados Unidos para afectar as políticas dos Estados Unidos em favor de um constituinte estrangeiro devem ser registadas no Departamento da Justiça dos EUA (sujeito a certas isenções não aplicáveis neste caso) e que, de acordo com essa lei, a Firma deve registar suas actividades em favor do Governo. O Governo também dá por entendido ainda que, por lei, a Firma deve notificar ao Departamento da Justiça dos EUA, duas vezes ao ano, todos os contactos feitos com funcionários do Governo dos Estados Unidos, todo dinheiro recebido pela Firma do Governo ou no seu nome e todo dinheiro pago pela Firma em nome do Governo. O Governo está ciente de que essa informação ficará disponível ao público.

O Governo dá por entendido que a Lei Federal de Registo de Lobbying requer que todas as pessoas contratadas e pagas para influenciar a acção legislativa devem também submeter um relatório e registar-se junto ao Escrivão da Câmara dos Representantes dos Estados Unidos e junto ao Secretário do Senado dos Estados Unidos antes de "empreender qualquer acção que promova tal objectivo". A Firma apresentará trimestralmente, em nome do Governo, tais relatórios.

Acordado e datado em Luanda, Angola, aos 01 dias do mês de Dezembro de 1989.


LAXALT, WASHINGTON, PERITO & DUBUC
Por: Robert B. Washington, Jr., P.C.
Sócio Gerente da Firma

GOVERNO DA REPÚBLICA POPULAR DE ANGOLA


Ministério

Vice-Governador da Bacia
Económica de Angola